

BellSouth Telecommunications, Inc. Suite 2104 333 Commerce Street Nashville, TN 37201-3300

Charles L. Howorth, Jr. Regulatory Vice President

615 214-6520 Fax 615 214-8858

May 17, 2002

Mr. Joe Werner, Chief Telecommunications Division Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee TARIFF FILING 0200575

Dear Mr. Werner:

SUBJECT: Tariff Filing for Contract Service Arrangement TN02-7436-00

Attached is a Contract Service Arrangement tariff filing of BellSouth Telecommunications, Inc., issued May 17, 2002. We request that this tariff be effective May 27, 2002.

General Subscriber Services Tariff A

Section A5 - Original Page 315

This Contract Service Arrangement is being submitted to the Tennessee Regulatory Authority for review and approval. Details may be found in the Executive Summary which is included with this filing package.

On April 3, 2001, the Authority adopted new Rules in Docket No. 00-00702. In view of the Authority's expressed desire to implement these Rules as the Authority's policy pending final approval, BellSouth filed a tariff to voluntarily comply with these Rules, and that tariff became effective on August 15, 2001. Since these Rules have now been implemented as the Authority's policy, BellSouth is submitting this filing under provisions in those Rules which allow a 10-day interval for the Authority's review and approval of tariffs for special contracts.

We appreciate your returning a receipted copy as evidence of this tariff filing. Please call Paul Stinson at 214-3839 if you have questions or wish to discuss.

Yours truly,

Pauf Stinson for Attachment

EXECUTIVE SUMMARY CSA NO. TN02-7436-00

INTRODUCTION

The purpose of this filing is to introduce a Contract Service Arrangement that provides the customer with BellSouth® Centrex service and MemoryCall® service.

DESCRIPTION OF SERVICE:

This Contract Service Arrangement provides BellSouth® Centrex service and MemoryCall® service as described in A12.25 of the General Subscriber Services Tariff and the D Price Lists.

DESCRIPTION OF CONTRACT SERVICE ARRANGEMENT

This Contract Service Arrangement is for a term of 3 years. All individual rates, terms and conditions for services provided under this contract are contained in the contract included with this filing.

REVENUE AND COST INFORMATION

Revenue and cost information associated with this contract is filed under separate cover and is subject to a proprietary agreement.

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TENNESSEE
ISSUED: May 17, 2002
BY: President - Tennessee
Nashville, Tennessee

EFFECTIVE: May 27, 2002

A5. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.6 Contract Service Arrangements (Cont'd)

A5.6.1 Rates and Charges (Cont'd)

A. The following is a listing of rates and charges to subscribers requiring contract service arrangements: (Cont'd)

Case No. TN02-7436-00

This serv and mad	s Corrice s concease	NO2-7436-00 Intract Service Arrangement provides rates and charges served out of a DMS central office for a minimum service ditions that are specific to this contract have been filed wailable to interested customers.	for BellSouth® C e period of thirty-s vith the Tennessee	Centrex service and M six (36) months. Addi Regulatory Authority	lemoryCall® itional terms and will be
(1)	Bel	ISouth® Centrex service, Payment Plan 3			
	(a) (b)	Standard common equipment, each Common equipment customized by the Company at the subscriber's request, each	Nonrecurring Charge \$600.00 750.00	36 Months Monthly Rate \$-	USOC MIACS MIACC
	(c)	Station Links Equipped with Caller ID, Flat Rate, each	19.50	39.00	M4LFH
	(d) Bell	Station Links for Provision in a Different Serving Wire Center, Flat Rate, each South® Centrex service	19.50	39.00	M4LFM
	a)	Standard Features per station line			

(N) Standard Features, per station line, each (a) **CENAA** (b) Assumed Dial 9, per system (N) 40.50 Network Access Register (NAR) Package, per NAR, 1.10 M2DDA (c) (N) Both-way, Flat Rate M9QCX (N) MemoryCall® service, MemoryCall® Deluxe Voice Messaging Service (N) Each Mailbox 15.00 BellSouth® Desktop Complete 6.00 VMZ1X (N)

(a) Per group of initial installed BellSouth® Centrex service non-ISDN Station Links

1.00 WBB7W (N)

[®] BellSouth is a registered trademark of BellSouth Intellectual Property Corporation
[®] Registered Service Mark of BellSouth Intellectual Property Corporation



CONTRACT SERVICE ARRANGEMENT AGREEMENT

Case Number TN02-7436-00

This Contract Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BallSouth, ("Company") "Customer or Subscriber"), and is entered into pursuant to Travil Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following torms and conditions as well as any Attachment(s) affixed and the appropriate inwitilly filed and approved tariffs which are by this reference incorporated herein.

- 1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Amachement(s) at the monthly and nonrecurring rates, charges. and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
- -X 2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Survice. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.
- 3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' inwitiffy filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tarlif and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff about superseds any conflicting provisions of this Agreement, with the exception of the rates and charges hervin, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its sifflisted companies' lawfully filed and approved tariffs.
- 4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval its danied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
- 5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all remonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had
- 6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forceasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fall to most its forecasted level of service requirements at any time during the term of this Agreement. Subscriber shall pay all reasonable costs associated with its influre to meet its

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CYPTIAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DIRCHORED OUTSIDE THE BELLSOUTH COMPANIES EXCHAPT PURSUANT TO A WRITTEN AGRICAMENT.

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CONTRACT SERVICE ARRANGEMENT

1. (a) If Subscriber cancels this Agreement et any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Union otherwise specified by the tariff, termination charges are defined as all rentionable charges this or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in the Attachment(a).

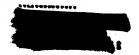
AGREEMENT

- 7. (b) Subscriber further acknowledges that it has options for its telecommunications survices from providers other than BellSouth and that It has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber exsigns this Agreement to a certified reseller of BuilSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be hilled termination charges. However, Subscriber agrees that in the event it falls to meet its obligations under this Agreement or termisates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled nutivork elements, Subscriber will be billed, as appropriate, termination charges as specified in thie Agreement.
 - 8. This Agreement shall be construed in accordance with the laws of the State of Tennesses.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage propaid, addressed to the appropriate party at the address act forth bolow. Bither party hereto may change the name and address to whom all notices or other clocuments required under this Agreement must be sent at any time by giving written notice to the other party.

Compeny

BellSouth Telecommunications, Inc. Assistant Vice President 333 Commerce ST. 26th FLR Nashville, TN 37201

Subscriber



10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the

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11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoporative to the extent of such invalidity, illegality, or unenforceability and the remainder of

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Contract service arrangement AGREEMENT

Case Number 1702-7438-00 Option | of |

Almehment A Memory Call® Service / Memory Call® Debits Valce Mottaging Service

NOW, THEREPORE, in consideration of the promises and musual poverants contained herein and other good and valuable consideration, the receipt and sufficiency of which are thereby acknowledged, the parties

I. SCOPE OF AGREEMENT:

See the Bervice description as set forth in this Agrumunit.

2. COMPLEMENTARY NETWORK SERVICES:

The Company will flurish and install MemoryCallo Service hielding the Complementary Network Service: (CNS) required to provide the Memory Califo Service. The mice and provision of Complementary Network Services such as Cull Firewarding Don't Answer, Call Perwarding Busy Line Don't Answer, Call Forwarding Variable and Message Waiting Indication are governed by the tariffa filed with and approved by the public utilities commission or corresponding regulatory body in the state in which the

1. PRICE:

Customer agrees to pay all recurring charges for the initial installed quantity of MemoryCall® (mailboxes) at the rates set forth in Attachment(s) nati Company agrees to waive all non-recurring charges for the initial installed quantity of Memory Call (mailhores).

- A. Customer will be builed per musule for usage above the mouthly usage allowance. Customer authoribing to MemoryCalife service with usage aggregation will be billed per minute for usage above the total appropried usage allowance. Usago aggregation is by Regional Accounting Office. Customer agrees to pay said usage charges.
- 1). Customer is billed for usage associated with caller's total connect time, including customer's greater and enflor's message. Customer will not be billed for usage if the calling party liengs-up prior to the tone prompt. In addition, Customer is billed for any usage when according their mailton to perform administrative work, e.g., change the pessword, record personal greating or name, record/send messages and retrieved ister to messages, or any activity that creates malibox waspe.

4. USE OF CUSTOMER'S SERVICE:

- A. This Service in for the use of the Customer, its employees or members of the Customer's establishment (including students living to quarters provided by schools, colleges or universities). The Service may be extended for use by other individuals with prior written contant of Company.
- B. Except as otherwise provided above or otherwise authorized by Company, this Bervice is intended only for communications in which the Chatemer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be trockived by Customer from any other person, firm, or

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Customer Initials

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5. LIMITATION OF LIABILITY:

A. Company's fiability for any nogligence, or or, missake, or omission affecting the operation of MemoryCulino Service is limited in a pro rate refund of charges paid by Customer for MemoryCall® Service during the period of time the Service was affected. Any refund must be requested by the Customer. Conjuny is not responsible for the content of messages or messages lost due to equipment failure or customer error. COMPANY WILL IN NO EVENT BE LIAULU FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL, DAMAGES ARISING OUT OF OR CONNECTED TO THE PROVISION OF MEMORYCALL SERVICE AND CAUSED BY NEOLIGENCE, BRROK, MISTAKE, OR OMISSION ON THE PART OF COMPANY OR ITS IMPLOYEES OR AGENTS.

13. Cumpany shall not be held responsible for any delay or failure in parformance of any part of this Agreement to the excent that such tielay or fallers is caused by fire. flood, explosion, war, strike, embargo, government requirement, regulationy agency requirement, civil or millury authority, act of God, or other similar causes beyond Company's commit ("Condition"), If any such Condition securs, Company may elect to terminate this Agreement immediately, without liability.

6. DEFAULT BY CUSTOMER:

Upon my default or breach by Customer under this Agreement, Company may discontinue Service suder this Agreement wishout in any way affecting its rights under this Agreement or any other legal or equitable remedies to which it may be entitled. If Company elects to continue Service under this Agreement, Company's scrious shall not constitute a waiver of any default or breach by Customer. However, such default or breach by Clustomor under this Agramment shall not be cause for duniel or termination of exchange telephone service. If it becomes necessary for Company to simpley an automory to collect past due unidents awed by Customer pursuant to this Agreement, Company shall be entitled to recover all coals incurred by it in connection therewith, including responsible attenuous foca.

CUSTOMER ACKNOWLEDGES THAT CLISTOMER HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS THEREOP. AURERMENT AND AUREES TO BE BOUND BY THE TERMS AND CONDITIONS THEREOF.

CUSTOMER PURTHER AGREES THAT THIS AGREEMENT, AND ANY SERVICE AGREEMENT
SUPPLEMENT ORDER FORMS AND/OR RIDERS (INCLUDING ANY APPENDICES OR EXHIBITS
REPARENCED THEREIN AND ATTACHED THERETO) EXECUTED PURSUANT TO THIS
SERVICE AGREEMENT, CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BRIWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS, REPRESENTATIONS, And/or prior agreements, oral or written, between the parties relating to the subject matter of the agreement. This agreement may not be modified or amended other than by a written instrument executed by both parties.

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Offer Expiration: This offer shall expire on: March 29, 2002.

Estimated service interval following seruptance date: Negatiable weeks.

Service description:

Accepted by:

Contract Service Arrangement (CSA) Agreement to provide rates and charges for BollSouthee Contras service and Memory Calles service served out of a DMS central office. Thirty-six (36) moulli payment plan.

Customer agrees to purchase and maintain a minimum of ten (10) (no less than seven (7)) HellSouth@ Centrox Service non-ISDN station links and ten (10) MemoryCallio Kervice mailboxes ("Initial Order") at the monthly rates, charges, and conditions as described in the Attuchment(s). Customer sarces to be charged for the total number of station lines initially subscribed to for the duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below,

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CONTRACT SERVICE ARRANGEMENT

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KATER AND CHARGES

Rate Elemeni	Non-Recurring	Monthly Rate USOC
UellSouth& Centrex service, Phyment Plan 3, Standard common equipment (1) Each (Note 4) (this non-ruled element is only velicities association with the station links provided under this CSA)	\$600.00	3.00 MIACS
2 BellSouth Centrex service, Payment Piori 3, Common equipment customized by the Compuny at the subscriber's request (Notes 3, 4)	\$730.00	\$.00 MIACK
(a) Each (this non-reted element is only valid in resociation with the station links provided under this CSA)		
3. BellSouth40 Centrox survice, Standard Features, per station line (a) Fach (this mon-rated element is only valid in association with the station links provided under this CSA)	\$.00	\$.00 CENAA
1. DellSouth Centrex service, Payment Find 3, Station Links Equipped with Caller 112, Use Rote (Notes 1 - 4) (n) Each (melded rate - see Attachment) for details)	\$19.50	\$39.00 MALHII
5. Relisautist Centrex service, Payment Plan 3, Station Links for Provision in a 12 ifferent Serving Wire Center, Flot Rate (Notes 1 - 4) (2) Linch (melded rate - see Attachment 1 for details)	\$19.50	\$39.00 M4LFM
6. BelfSouth's Centrex service, Assumed Dial 9 (Notes 4, 6) (3) Per system	\$40.50	\$1.10 M2DDA
7. MunuryCall® service, MemoryCall® Deluxe Voice Messaging Service	\$15.00	S6.00 VMZIX

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station links provided under this CSA)

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RATES AND CHARGES

Rats Element

	(cats Element	Non-Recurring	Monthly Rate	USUC
7	(a) Lineh Mailbox (Note 4, 5)			
	Rate Element	Non-Recurring	Monthly Rate	USOC
8	. PollSouth® Desktop Complete (a) For group of initial installed BollSputh® Contrax service non-ISDN Station Links	\$.00	\$1.00	WBH7W
9	DallSoulis Centrex service, Network Access Register (NAR) Package, per NAR (a) Unit-way, Plat Rate (this non-rated) clement is only valid in association with the	\$.00	2.00	мурсх

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HATES AND CHARGES

NOTES:

- 1 This contract is based on a weighted average loop length of 1.51 miles. If the weighted average loop length exceeds 2.0 miles the contract will be subject to review and renegatistion.
- 2 Payment Plan designation is for provisioning purposes only,
- 3 The appropriate lariff notes associated with each rate element apply as specified in the OSST.
- 4. The following nonrecurring charges will not apply upon initial histalization. However, if the HullSouth® Centrex system is disconnected prior to the expiration of the C.S.A., then the Subscriber will pay pro-ruted nonrecurring charges as identified below in addition to applicable termination liability charges as specified in Attachment 2:

Contract Preparation: Charge (single charge)	\$623.00
BeliSouth Centres Courses (MALFII, MALPM - up to 14 lines), ench	\$ 19.50
Standard Common Equipment (USOC MIACS) (single charge), or	\$600.00
Countomized Common Equipment (L'SOC MIACC) (single charge)	\$750,00
Assumed Dial 9 (USOC M2DDA) (single charge)	\$ 40.30
MemoryCall Voice Mailbox (USOC VMZIX- up to 10 hoxes), each	\$ 15.00
Line Connection Charge, first line (qty. of 1)	\$ 58.50
Line Connection Charge, additional line (one less than initial qty.)	\$ 31.00

5. Includes 120 minutes of use per malibox, per month.

A. Customer will be billed her minute for usage above the monthly usage allowance. Customer subscribing to MemoryCatt® service with usage aggregation will be billed per minute for usage above the total aggregated usage allowance. Usage aggregation is by Regional According Office. Customer agrees to pay said usage charges as set forth in BellSouth's Non-Regulated Services Price List. The current usage charge is \$0.08 per minute.

i) Chatamer is billed for using associated with callur's total connect time, including customer's greating and coller's massage. Customer will not be billed for using of the calling party hangs-up prior to the tone prompt. In addition, Customer is billed for any usage when according their multibox to perform administrative work, e.g., change the password, record personal greating of name, record/south messages and retrieve/lixten to messages, or any activity that creates mailton usage.

5 Assumed Dial 9 is an optional feature that may be purchased at an additional charge. Should the contour exercise this option at the time of initial installation the nonrecurring charges essociated with this feature will be unived.

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7 Termination Liability Charges will be calculated as specified in Attachment 2 and consistent with the tariff for Bell South Centrex Service. Calculation of this charge will use the monthly rate for common equipment as specified under a 36-month tariff contract for Payment Plan 3 (Tariff Section A12,25.9.A) in lice of the monthly rate for common equipment specified in this

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END OF ARRANGEMENT AGREEMENT OPTION I

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Attachment 1

- 1. At tariff forms and conditions for BellSouth® Centres Service apply.
- 2. Additional terms are as follows:
 - A Maintenance of Network Access Register (NAR) to station ratio of one to one.
 - B. Requests for Electronic Business Sets and/or BeliSouth® Centrex (SDN Access Lines are only available subsequent to the inkini installiation via an Addendum to this Agreement.
- 3. Pricing building blocks for Bell South® Centrex Desktop Complete:

A The \$45.00 monthly rate to comprised of the following per station time charges
Non-ISON Station Link \$39.00
MemoryCaliff Deluce mailbox \$ 2.00

MemoryCall® Dalure mailbox 3 8.00
Total \$48.00

B The pricing building blocks for a SellSouth® Centrex Service non-ISDN Station Link is comprised of the following non-rated USOCe; 1) the Common Equipment (USOC M*ACS or M1ACC), 2) Standard Feature Package (USOC CENAA), 3) Non-ISDN Station Link (USOC M4LFH and/or M4LFM), and 4) Network Access Register (USOC M9QCX).

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CONTRACT SERVICE ARRANGEMENT AGREEMENT

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· ΄. Λ.	Customer has received offers for comparable services from one or more other service providers,
n.	Including Hirch Customer is purchasing or has purchased comparable services from one or more other service
	providers, including Birch;
. C .	Customer has been contacted by one or more other service providers of comparable services, including
D.	Customer is aware of one or more other service providers from whom it can currently obtain comparable services, including Birch

- rosult in damages that are indeterminable or duffcult to measure as of this date and will result in the charging of liquidated damages. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the lesser of (A) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any pro-rated waived or discounted non-recurring charges set forth in Note 2 of the Agreement, and the repayment of the pro-rated contract proparation charge set forth in Note 2 of the Agreement, or (B) six percent (6%) of the total Agreement amount. Notwithstanding any provisions in the Agreement to the contrary, Customer and BollSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do not constitute a penalty.
- 3. In the event that the customer terminates this tariff term plan without cause prior to the expiration of this term plan, the Customer shall pay a termination charge as specified in the BellSouth tariffs (Section A2.4.10.B.1 and B2.4.9.A.4, available on the Web at http://epr.bellsouth.com/pdf/tis/in.htm). The Customer may request a calculation of the termination charge at any time during the term of this contract. Based on the information available at the start of this contract, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated emount of the termination liability charge will not exceed this amount.

Should the Customer elect to terminate this contract prior to the expiration date without cause, the actual termination charge will be calculated in accordance with the tariffs referenced above and based on information available at the time of termination.

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CONTRACT SERVICE ARRANGEMENT AGREEMENT

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4. Except in the case where the Customer assigns this Agreement to a certified reseller in accordance with Paragraph 7(b), Customer may not essign its rights or obligations under this Agreement without the express written consent of the Company and only pursuant to the conditions contained in the appropriate tariff.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE OF BELLSOUTH

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